



City of Loma Linda Official Report

Karen Gaio Hansberger, Mayor
Floyd Petersen, Mayor pro tempore
Robert Christman, Councilmember
Stan Brauer, Councilmember
Robert Ziprick, Councilmember

COUNCIL AGENDA: December 14, 2004

TO: City Council

VIA: Dennis R. Hallaway, City Manager *[Signature]*

FROM: T. Jarb Thaipejr, Public Works Director/City Engineer *T.J.T.*

SUBJECT: Request for City Services for Property in the City's Sphere of Influence but Outside the Incorporated City Boundaries and Approval of a Pre-Annexation Agreement.

RECOMMENDATION

It is recommended that the City Council approve the pre-annexation agreements and allow the City to provide water and sewer services to 26325 First Street, Bryn Mawr, APN 0293-031-01 and water service to 26699 Beaumont Avenue, APN 0293-120-10.

BACKGROUND

City of Loma Linda policy allows utility services, based on availability, to be provided beyond the incorporated boundaries of the City. As a condition of approval, the property to be served must agree to pre-annexation. Pre-annexation is when a property owner within the sphere of influence agrees to be annexed into the City at such time as annexation is proposed. This condition prevents the property owner from protesting at the time of annexation.

ANALYSIS

The requested services are available in the adjacent right-of-ways of both properties. All fees and permits are applicable including development, capacity, connection and construction fees. All construction and inspection shall be to the City of Loma Linda standards. There is capacity available within the existing system to service these two parcels as well as future development. When the sewer mainline system was installed in Bryn Mawr a house lateral was install to each existing parcel.

FINANCIAL IMPACT

All costs shall be borne by the applicants.

Recording Requested By And
When Recorded Mail To:

City Clerk
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

AN IRREVOCABLE AGREEMENT
TO ANNEX TO THE CITY OF LOMA LINDA

Danny H. and Julieta A. O'Neal Property
26325 First Street, Bryn Mawr, CA 92318

This Agreement is made this 30th day of November 2004 between
Danny H. O'Neal and Julieta A. O'Neal, hereinafter referred to as "owner," and the City of Loma
Linda, hereinafter referred to as "City."

WHEREAS, owner is the legal property owner of the real property consisting of
approximately one-quarter (1/4) acre, located on the south side of First Street, east of Whittier
Avenue, commonly known as 26325 First Street; also referenced as San Bernardino County Tax
Assessor Parcel No. 293-032-01, shown as Exhibit "A" attached and more fully described in
Exhibit "B" attached; and

WHEREAS, the subject property is within the unincorporated area of San Bernardino
County, which is a part of the City of Loma Linda Sphere of Influence; and

WHEREAS, owner has an urgent need to connect to and utilize the City of Loma Linda
water system and sewer system; said systems otherwise being available only to properties within
the City of Loma Linda corporate limits; and

WHEREAS, owner is desirous of annexing to the City of Loma Linda; and

WHEREAS, the City of Loma Linda is willing to consent to the connection of said
property to the water main and sewer line only on the condition that the property be annexed to
the City of Loma Linda at the earliest possible time; and

WHEREAS, the City of Loma Linda intends to pursue annexation of owner's property
plus other property, but said annexation will cause delay, which delay would create a substantial
hardship for owners of the said property; and

WHEREAS, the agreements, conditions and covenants contained herein are made for the
direct benefit of the land subject to this Agreement and described herein, and shall create an
equitable servitude upon the land and operate as a covenant running with the land, for the benefit
of the owner of the land and his heirs, successors, and assigns;

NOW, THEREFORE, the parties do agree as follows:

1. Owner does hereby give his irrevocable consent to annex to the City of Loma Linda at such time as the annexation may be properly approved through appropriate legal proceedings, and owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent, prepared by the City, and submitting any evidence reasonably within the control of owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of owner to institute any litigation or judicial proceeding whatsoever to force annexation to the City of Loma Linda.

2. The City of Loma Linda does hereby agree to authorize the connection of said property, proposed to be developed on owner's property, to the water main located in First Street. Said connection to the water main shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

3. The City of Loma Linda does hereby agree to authorize the connection of said property, proposed to be developed on owner's property, to the sewer line located in First Street. Said connection to the sewer line shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

4. Owner agrees to pay such annexation fees and costs and other municipal charges as would ordinarily be charged in the annexation of property to the City. Said fees shall be payable when the same becomes due and payable. (In some circumstances, these fees may be borne by the City.)

5. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the water, and owners agree to be bound by all City ordinances, rules and regulations respecting the water system.

6. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the sewer system, and owners agree to be bound by all City ordinances, rules and regulations respecting the sewer system.

7. This Agreement shall be recorded with the Office of the Recorder of the County of San Bernardino.

8. Owner shall install any and all future improvements upon said property to the City's standards, except that County standard(s) shall apply when more restrictive than City standard(s).


9. Owner shall execute the Agreement on behalf of himself, his heirs, successors and assigns; and said agreement shall be irrevocable without the prior written consent of both parties hereto.

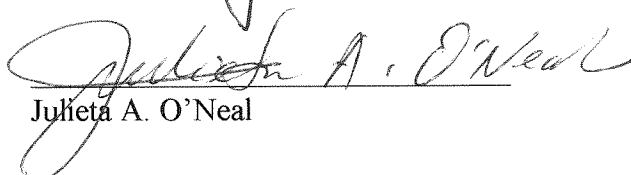
10. The benefit to the subject property will inure to the benefit of subsequent owners, their heirs, successors, and assigns, and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.

EXECUTED THIS 30th DAY OF November 2004

SIGNATURES ON NEXT PAGE

OWNERS


Danny H. O'Neal


Julieta A. O'Neal

CITY OF LOMA LINDA

By: _____
Karen Gaio Hansberger, Mayor

Attest: _____
Pamela Byrnes-O-Camb, City Clerk

The Mayor and City Clerk of the City of Loma Linda have been authorized to execute this Agreement on behalf of the City of Loma Linda at a regularly held meeting of the City Council held on _____.

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN BERNARDINO)

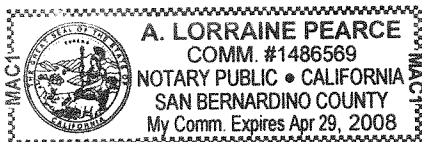
On 30th Nov. 2004, before me, A. LORRAINE PEARCE, Notary Public,
(Print Name of Notary Public)

personally appeared Darry H. Oreal,

☐ personally known to me

-or-

☒ proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.



WITNESS my hand and official seal.

A. Lorraine Pearce
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

- ☐ Partner(s) Title(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

)
) ss.
)

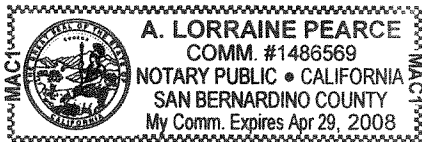
On 30th Nov 2004, before me, A LORRAINE PEARCE, Notary Public,
(Print Name of Notary Public)

personally appeared Julietta A. Oreal,

☐ personally known to me

-or-

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

A. Lorraine Pearce
Signature Of Notary

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Signer is representing:
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Recording Requested By And
When Recorded Mail To:

City Clerk
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

AN IRREVOCABLE AGREEMENT
TO ANNEX TO THE CITY OF LOMA LINDA

Glenn and Heidi Elssmann Property
26699 Beaumont Avenue, Redlands, CA 92373

This Agreement is made this 8TH day of DECEMBER, 2004, between Glenn Elssmann and Heidi Elssmann, hereinafter referred to as "owner," and the City of Loma Linda, hereinafter referred to as "City."

WHEREAS, owner is the legal property owner of a parcel commonly known as 26699 Beaumont Avenue; also referenced as San Bernardino County Tax Assessor Parcel No. 293-120-10, shown as Exhibit "A" attached and more fully described in Exhibit "B" attached; and

WHEREAS, the subject property is within the unincorporated area of San Bernardino County, which is a part of the City of Loma Linda Sphere of Influence; and

WHEREAS, owner has an urgent need to connect to and utilize the City of Loma Linda water system; said system otherwise being available only to properties within the City of Loma Linda corporate limits; and

WHEREAS, owner is desirous of annexing to the City of Loma Linda; and

WHEREAS, the City of Loma Linda is willing to consent to the connection of said property to the water main and sewer line only on the condition that the property be annexed to the City of Loma Linda at the earliest possible time; and

WHEREAS, the City of Loma Linda intends to pursue annexation of owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for owners of the said property; and

WHEREAS, the agreements, conditions and covenants contained herein are made for the direct benefit of the land subject to this Agreement and described herein, and shall create an equitable servitude upon the land and operate as a covenant running with the land, for the benefit of the owner of the land and his heirs, successors, and assigns;

NOW, THEREFORE, the parties do agree as follows:

1. Owner does hereby give his irrevocable consent to annex to the City of Loma Linda at such time as the annexation may be properly approved through appropriate legal proceedings, and owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any

applications of consent, prepared by the City, and submitting any evidence reasonably within the control of owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of owner to institute any litigation or judicial proceeding whatsoever to force annexation to the City of Loma Linda.

2. The City of Loma Linda does hereby agree to authorize the connection of said property to the water main located in Beaumont Avenue. Said connection to the water main shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

3. Owner agrees to pay such annexation fees and costs and other municipal charges as would ordinarily be charged in the annexation of property to the City. Said fees shall be payable when the same becomes due and payable. (In some circumstances, these fees may be borne by the City.)

4. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the water, and owners agree to be bound by all City ordinances, rules and regulations respecting the water system.

5. This Agreement shall be recorded with the Office of the Recorder of the County of San Bernardino.

6. Owner shall install any and all future improvements upon said property to the City's standards, except that County standard(s) shall apply when more restrictive than City standard(s).

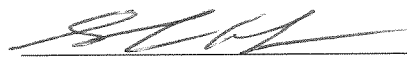
7. Owner shall execute the Agreement on behalf of himself, his heirs, successors and assigns; and said agreement shall be irrevocable without the prior written consent of both parties hereto.

8. The benefit to the subject property will inure to the benefit of subsequent owners, their heirs, successors, and assigns, and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.


EXECUTED THIS 8TH DAY OF DECEMBER, 2004

OWNERS

CITY OF LOMA LINDA


Glenn Elssmann

By: _____
Karen Gaio Hansberger, Mayor


Heidi Elssmann

Attest: _____
Pamela Byrnes-O-Camb, City Clerk

The Mayor and City Clerk of the City of Loma Linda have been authorized to execute this Agreement on behalf of the City of Loma Linda at a regularly held meeting of the City Council held on _____.

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

)
) ss.
)

On December 9, 2004, before me, Barbara Nicholson, Notary Public,
(Print Name of Notary Public)

personally appeared Glenn + Heidi Elssmann,

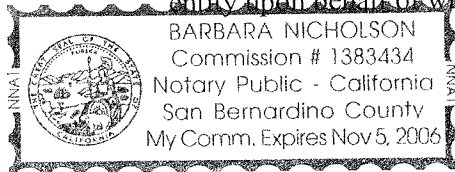


personally known to me

-or-



proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Barbara Nicholson
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

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Title Or Type Of Document

Number Of Pages

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STATE OF CALIFORNIA

)

) ss.

COUNTY OF SAN BERNARDINO

)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____,

☐ personally known to me

-or-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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